

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

RE: **APPROVING AN AGREEMENT BETWEEN)**
 LEWIS COUNTY AND GRANT'S TOWING) **RESOLUTION NO. 04-102**

WHEREAS, the Board of County Commissioners of Lewis County has reviewed an Agreement between Lewis County and Grant's Towing for the purpose of removing and disposing of 26 hulk vehicles from 184 Berry Road; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the Grant's Towing represents that it is qualified and possesses the necessary capabilities and sufficient skills and has the necessary licenses and certifications to perform the services set forth in this Contract; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said agreement for Lewis County; NOW, THEREFORE

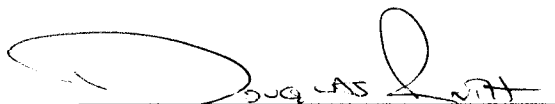
BE IT RESOLVED that the aforesaid agreement is hereby approved and the Director of the Department of Community Development, Robert Johnson, is authorized to sign the Agreement on behalf of Lewis County.

DONE IN OPEN SESSION this 15th day of March, 2004.



BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

APPROVED AS TO FORM:

Jeremy Randolph, Prosecuting Attorney


Civil Deputy, Prosecutor's Office

ATTEST:


Clerk of the Board, 


Eric Johnson, Chairman


Richard Graham, Member


Dennis Hadaller, Member

MUNICIPAL SERVICES CONTRACT

THIS CONTRACT is entered into in duplicate originals between the COUNTY OF LEWIS, a municipal corporation located in the State of Washington, hereinafter "COUNTY", and Grant's Towing, hereinafter "CONTRACTOR", for removal and disposing of hulk vehicles.

In consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

I. SERVICES

A. The CONTRACTOR shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as CONTRACTOR responsibilities throughout this Contract, in Exhibit "A", statement of work.

II. DURATION OF CONTRACT

The terms of this Contract and the performance of the CONTRACTOR shall commence on the 11 day of March, 2004, and terminate on the 30 day of March, 2004, unless this Contract is extended by written agreement of the parties, or terminated sooner as provided herein.

III. COMPENSATION

The COUNTY shall reimburse the CONTRACTOR for the services performed under this Contract, in an amount as set forth in Exhibit "B", and payable in accordance with the terms and conditions outlined in Exhibit "B", attached hereto and incorporated herein by this reference.

IV. RECAPTURE PROVISIONS

In the event that the CONTRACTOR fails to comply with any of the terms and conditions of this Contract and that failure results in an overpayment, the COUNTY reserves the right to recapture funds in a amount equivalent to the overpayment or extent of the noncompliance. Such right of recapture shall exist for a period not to exceed three (3) years following Contract termination or contract completion. Repayment by the CONTRACTOR of fund under this recapture provision shall occur within 30 days of demand. If repayment is not made within the specified time frame, the COUNTY may secure payment, plus interest, if any, utilizing available remedies.

V. RESPONSIBILITIES CONDUCTED IN ACCORDANCE WITH LAW, RULE & REGULATION

The CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, and regulation, including, but not limited to, licensing standards and applicable certification standards, and any other standards or criteria established by the COUNTY to assure quality of services. Verification of said compliance shall be on-site and a copy provided to the COUNTY upon request.

VI. SUBCONTRACTING

A. All subcontracts must be in writing and fulfill the requirements that are appropriate to the service or activity delegated under the subcontract. No subcontract terminate the legal responsibility of the CONTRACTOR to the COUNTY to assure all activities under this Contract are carried out. COUNTY reserves the right to inspect any subcontract document. Subcontracts shall comply with all applicable local, state and federal laws, rules and regulations. The CONTRACTOR shall be responsible for the acts and omissions of any subcontractor.

B. The CONTRACTOR may enter into any subcontracts if the CONTRACTOR submits a written request to the COUNTY for approval no later than 10 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the CONTRACTOR receives written approval to the subcontract from COUNTY.

VII. RELATIONSHIP OF PARTIES

A. the parties intend that an independent CONTRACTOR relationship between the CONTRACTOR and COUNTY shall be created by this Contract. COUNTY is interested primarily in the results to be achieved. The implementation of services shall lie solely with the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an agent, employee, servant, or representative of COUNTY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits COUNTY provides for COUNTY employees. The CONTRACTOR shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives, subcontractor, or otherwise during the performance of this Contract.

B. In the performance of the services herein contemplated, the CONTRACTOR is an independent CONTRACTOR with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion thereof.